any reasonable expenditures incurred in a defense in good faith of the merits of a case. *Brassil* v. *Maryland Casualty Co.*, 210 N. Y. 235, 104 N. E. 622. It would seem that a failure of the insurer to furnish a *supersedeas* bond to stay execution of judgment pending appeal renders it liable to the insured. *Johnson* v. *Maryland Casualty Co.*, 103 Neb. 371, 171 N. W. 908. *Cf. Upton, etc. Co.* v. *Pacific, etc. Co.*, 162 App. Div. 842, 147 N. Y. Supp. 765. Apparently the principal case stands for the proposition that such rulings are not to be extended to include any reasonable expenditures necessary to prevent loss arising from collateral proceedings incident to an action at law which is included within the terms of the policy. This is narrow. These policies are drawn to meet ordinary business needs and should be so interpreted where possible. To have held otherwise would have been more consonant with the attitude heretofore adopted toward such policies.

LANDLORD AND TENANT — CONDITIONS AND COVENANTS IN LEASES — WHETHER COVENANT AGAINST SUBLETTING IS BROKEN BY PARTIAL SUBLETTINGS. — The plaintiff leased certain premises to the defendant, the agreement containing the usual covenant by the tenant not to assign, sublet or part with possession without the landlord's consent, but the covenant when referring to the premises did not add "or any part thereof." The defendant obtained consent to let the top floor. Later, without consent, all the rest of the premises were sublet. The plaintiff thereupon claimed a forfeiture; but his action was dismissed by the lower court on the ground that the covenant did not prevent a partial subletting. The plaintiff appealed, arguing that the two partial sublettings constituted a complete subletting, and hence a breach. *Held*, that the appeal be allowed. *Terrell* v. *Chatterton*, 57 L. J. 263 (C. A.).

Conditions in leases against assigning and subletting are construed strictly to prevent forfeitures. *Crusoe* v. *Bugby*, 2 Wm. Bl. 766; *Jackson* v. *Harrison*, 17 Johns. (N. Y.) 66; *Lynde* v. *Hough*, 27 Barb. (N. Y.) 415; *Field* v. *Mills*, 33 N. J. L. 254. On this ground, general covenants against subletting and assigning have been held not to be broken by a partial subletting or assignment, although the natural meaning of such a covenant would seem to prevent any alienation whatsoever. *Grove* v. *Portal* [1902] 1 Ch. 727. *Cf. Miller* v. *Pond*, 214 Mich. 186, 183 N. W. 24. See *Church* v. *Brown*, 15 Ves. Jr. 258, 265; *Cuschner* v. *Westlake*, 43 Wash. 690, 696. In the principal case, therefore, the suggestion that the second sublease alone would not work a forfeiture is well founded. And clearly the first subletting was no violation of the lease, being authorized. It is therefore difficult to understand the logic of holding that the two together constituted a breach. Although the result was a complete subletting, there was not a complete subletting without consent. The decision in the principal case may be supported, however, by relying on the covenant not to part with possession. Such clauses are equivalent to a requirement of personal occupancy, which is given a very literal meaning, and construed even more strictly than a covenant against assigning and subletting. *Cf. Greenslade* v. *Tapscott*, 1 C. M. & R. 55; *Jenkins* v. *Price* [1908] 1 Ch. 10. See *Marsh* v. *Bristol*, 65 Mich. 378, 385, 32 N. W. 645, 648. See TIFFANY, LANDLORD AND TENANT, § 152 M.

LANDLORD AND TENANT — CROPPERS' CONTRACTS. — The California Land Law forbids an alien to acquire any "interest" in land. (1921 CAL. STAT. 83.) A contract was made by the owner of land with an alien Japanese, under which the latter cultivated the land for four years, lived in a house thereon, and enjoyed possession which was to be protected by